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NOTE: CHANGES MADE BY THE COURT

Attorneys for Defendant,
UNIFI AVIATION, LLC

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

AA BAZLE RABBI, an individual;
NURE A K JAHAN, an individual,

Plaintiffs,

v.

WESTJET AIRLINES LTD., a
Canadian corporation; UNIFI
AVIATION, LLC, a Delaware Limited
Liability Corporation; and DOES 1 to
50, inclusive,

Defendants.

Case No.: 2:24-cv-06309-WLH-JPR
Assigned to: Hon. Wesley L. Hsu
Crt. Rm: 9B
Magistrate: Jean P. Rosenbluth
Crt. Rm: 880

**STIPULATION PROTECTIVE
ORDER**

Action Date: 7/23/24
Trial Date: 3/23/26

1. PURPOSES AND LIMITATIONS

Discovery in this action is likely to involve production of confidential, proprietary or private information for which special protection from public disclosure and from use for any purpose other than pursuing this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter the following Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment under the applicable

1 legal principles.

2 2. GOOD CAUSE STATEMENT

3 This action is likely to involve trade secrets and other valuable research,
4 development, commercial, financial, technical and/ or proprietary information for
5 which special protection from public disclosure and from use for any purpose other
6 than prosecution of this action may be warranted. Such confidential and proprietary
7 materials and information may consist of, among other things, confidential business
8 or financial information, information regarding confidential business practices, or
9 other confidential research, development, or commercial information (including
10 information implicating privacy rights of third parties), information otherwise
11 generally unavailable to the public, or which may be privileged or otherwise
12 protected from disclosure under state or federal statutes, court rules, case decisions,
13 or common law. This also involves information relating to airport and airline
14 operations and security information, the disclosure of which could have negative
15 impact on airport and airline security if such information were to become public.

16 Accordingly, to expedite the flow of information, to facilitate the prompt
17 resolution of disputes over confidentiality of discovery materials, to adequately
18 protect information the parties are entitled to keep confidential, to ensure that the
19 parties are permitted reasonable necessary uses of such material in preparation for
20 and in the conduct of trial, to address their handling at the end of the litigation, and
21 serve the ends of justice, a protective order for such information is justified in this
22 matter. It is the intent of the parties that information will not be designated as
23 confidential for tactical reasons and that nothing be so designated without a good
24 faith belief that it has been maintained in a confidential, non-public manner, and there
25 is good cause why it should not be part of the public record of this case.

26 3. ACKNOWLEDGMENT OF UNDER SEAL FILINGPROCEDURE

27 The parties further acknowledge, as set forth in Section 14.3, below, that this
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1 Stipulated Protective Order does not entitle them to file confidential information
2 under seal; Local Civil Rule 79-5 sets forth the procedures that must be followed and
3 the standards that will be applied when a party seeks permission from the court to
4 file material under seal. There is a strong presumption that the public has a right of
5 access to judicial proceedings and records in civil cases. In connection with non-
6 dispositive motions, good cause must be shown to support a filing under seal. See
7 Kamakana v. City and County of Honolulu, 447 F.3d 1172, 1176 (9th Cir. 2006),
8 Phillips v. Gen. Motors Corp., 307 F.3d 1206, 1210-11 (9th Cir. 2002), Makar-
9 Welbon v. Sony Electronics, Inc., 187 F.R.D. 576, 577 (E.D. Wis.1999) (even stipulated
10 protective orders require good cause showing), and a specific showing of good cause
11 or compelling reasons with proper evidentiary support and legal justification, must
12 be made with respect to Protected Material that a party seeks to file under seal. The
13 parties' mere designation of Disclosure or Discovery Material as CONFIDENTIAL
14 does not—without the submission of competent evidence by declaration, establishing
15 that the material sought to be filed under seal qualifies as confidential, privileged, or
16 otherwise protectable—constitute good cause.

17 Further, if a party requests sealing related to a dispositive motion or trial, then
18 compelling reasons, not only good cause, for the sealing must be shown, and the
19 relief sought shall be narrowly tailored to serve the specific interest to be protected.
20 See Pintos v. Pacific Creditors Ass'n., 605 F.3d 665, 677-79 (9th Cir. 2010). For each
21 item or type of information, document, or thing sought to be filed or introduced under
22 seal, the party seeking protection must articulate compelling reasons, supported by
23 specific facts and legal justification, for the requested sealing order. Again,
24 competent evidence supporting the application to file documents under seal must be
25 provided by declaration.

26 Any document that is not confidential, privileged, or otherwise protectable in
27 its entirety will not be filed under seal if the confidential portions can be redacted. If
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documents can be redacted, then a redacted version for public viewing, omitting only the confidential, privileged, or otherwise protectable portions of the document, shall be filed. Any application that seeks to file documents under seal in their entirety should include an explanation of why redaction is not feasible.

4. DEFINITIONS

4.1 Action: this pending federal lawsuit.

4.2 Challenging Party: a Party or Non-Party that challenges the designation of information or items under this Order.

4.3 "CONFIDENTIAL" Information or Items: information (regardless of how it is generated, stored or maintained) or tangible things that qualify for protection under Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause Statement.

4.4 Counsel: Outside Counsel of Record and House Counsel (as well as their support staff).

4.5 Designating Party: a Party or Non-Party that designates information or items that it produces in disclosures or in responses to discovery as "CONFIDENTIAL."

4.6 Disclosure or Discovery Material: all items or information, regardless of the medium or manner in which it is generated, stored, or maintained (including, among other things, testimony, transcripts, and tangible things), that are produced or generated in disclosures or responses to discovery.

4.7 Expert: a person with specialized knowledge or experience in a matter pertinent to the litigation who has been retained by a Party or its counsel to serve as an expert witness or as a consultant in this Action.

4.8 House Counsel: attorneys who are employees of a party to this Action. House Counsel does not include Outside Counsel of Record or any other outside counsel.

1 4.9 Non-Party: any natural person, partnership, corporation, association or
2 other legal entity not named as a Party to this action.

3 4.10 Outside Counsel of Record: attorneys who are not employees of a party
4 to this Action but are retained to represent a party to this Action and have appeared
5 in this Action on behalf of that party or are affiliated with a law firm that has appeared
6 on behalf of that party, and includes support staff.

7 4.11 Party: any party to this Action, including all of its officers, directors,
8 employees, consultants, retained experts, and Outside Counsel of Record (and their
9 support staffs).

10 4.12 Producing Party: a Party or Non-Party that produces Disclosure or
11 Discovery Material in this Action.

12 4.13 Professional Vendors: persons or entities that provide litigation support
13 services (e.g., photocopying, videotaping, translating, preparing exhibits or
14 demonstrations, and organizing, storing, or retrieving data in any form or medium)
15 and their employees and subcontractors.

16 4.14 Protected Material: any Disclosure or Discovery Material that is
17 designated as "CONFIDENTIAL."

18 4.15 Receiving Party: a Party that receives Disclosure or Discovery Material
19 from a Producing Party.

20 5. SCOPE

21 The protections conferred by this Stipulation and Order cover not only
22 Protected Material (as defined above), but also (1) any information copied or
23 extracted from Protected Material; (2) all copies, excerpts, summaries, or
24 compilations of Protected Material; and (3) any testimony, conversations, or
25 presentations by Parties or their Counsel that might reveal Protected Material.

26 Any use of Protected Material at trial shall be governed by the orders of the
27 trial judge and other applicable authorities. This Order does not govern the use of
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1 Protected Material at trial.

2 6. DURATION

3 Once a case proceeds to trial, information that was designated as
4 CONFIDENTIAL or maintained pursuant to this protective order used or introduced
5 as an exhibit at trial becomes public and will be presumptively available to all
6 members of the public, including the press, unless compelling reasons supported by
7 specific factual findings to proceed otherwise are made to the trial judge in advance
8 of the trial. See *Kamakana*, 447 F.3d at 1180-81(distinguishing "good cause"
9 showing for sealing documents produced in discovery from "compelling reasons"
10 standard when merits-related documents are part of court record). Accordingly, the
11 terms of this protective order do not extend beyond the commencement of the trial.

12 7. DESIGNATING PROTECTED MATERIAL

13 7.1 Exercise of Restraint and Care in Designating Material for Protection.
14 Each Party or Non-Party that designates information or items for protection under
15 this Order must take care to limit any such designation to specific material that
16 qualifies under the appropriate standards. The Designating Party must designate for
17 protection only those parts of material, documents, items or oral or written
18 communications that qualify so that other portions of the material, documents, items
19 or communications for which protection is not warranted are not swept unjustifiably
20 within the ambit of this Order.

21 Mass, indiscriminate or routinized designations are prohibited. Designations
22 that are shown to be clearly unjustified or that have been made for an improper
23 purpose (e.g., to unnecessarily encumber the case development process or to impose
24 unnecessary expenses and burdens on other parties) may expose the Designating
25 Party to sanctions.

26 If it comes to a Designating Party's attention that information or items that it
27 designated for protection do not qualify for protection, that Designating Party must
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1 promptly notify all other Parties that it is withdrawing the inapplicable designation.

2 7.2 Manner and Timing of Designations. Except as otherwise provided in
3 this Order, or as otherwise stipulated or ordered, Disclosure of Discovery Material
4 that qualifies for protection under this Order must be clearly so designated before the
5 material is disclosed or produced.

6 Designation in conformity with this Order requires:

7 (a) for information in documentary form (e.g., paper or electronic
8 documents, but excluding transcripts of depositions or other pretrial or trial
9 proceedings), that the Producing Party affix at a minimum, the legend
10 "CONFIDENTIAL" (hereinafter "CONFIDENTIAL legend"), to each page that
11 contains protected material. If only a portion of the material on a page qualifies for
12 protection, the Producing Party also must clearly identify the protected portion(s)
13 (e.g., by making appropriate markings in the margins).

14 A Party or Non-Party that makes original documents available for inspection
15 need not designate them for protection until after the inspecting Party has indicated
16 which documents it would like copied and produced.

17 During the inspection and before the designation, all of the material made
18 available for inspection shall be deemed "CONFIDENTIAL." After the inspecting
19 Party has identified the documents it wants copied and produced, the Producing Party
20 must determine which documents, or portions thereof, qualify for protection under
21 this Order. Then, before producing the specified documents, the Producing Party
22 must affix the "CONFIDENTIAL legend" to each page that contains Protected
23 Material. If only a portion of the material on a page qualifies for protection, the
24 Producing Party also must clearly identify the protected portion(s) (e.g., by making
25 appropriate markings in the margins).

26 (b) for testimony given in depositions that the Designating Party
27 identifies the Disclosure or Discovery Material on the record, before the close of
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1 the deposition all protected testimony.

2 (c) for information produced in some form other than documentary and
3 for any other tangible items, that the Producing Party affix in a prominent place on
4 the exterior of the container or containers in which the information is stored the
5 legend "CONFIDENTIAL." If only a portion or portions of the information
6 warrants protection, the Producing Party, to the extent practicable, shall identify the
7 protected portion(s).

8 7.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
9 failure to designate qualified information or items does not, standing alone, waive
10 the Designating Party's right to secure protection under this Order for such material.
11 Upon timely correction of a designation, the Receiving Party must make reasonable
12 efforts to assure that the material is treated in accordance with the provisions of this
13 Order.

14 8. CHALLENGING CONFIDENTIALITY DESIGNATIONS

15 8.1. Timing of Challenges. Any Party or Non-Party may challenge a
16 designation of confidentiality at any time that is consistent with the Court's
17 Scheduling Order.

18 8.2 Meet and Confer. The Challenging Party shall initiate the dispute
19 resolution process under Local Rule 37-1 et seq.

20 8.3 Joint Stipulation. Any challenge submitted to the Court shall be via a
21 joint stipulation pursuant to Local Rule 37-2.

22 8.4 The burden of persuasion in any such challenge proceeding shall be on
23 the Designating Party. Frivolous challenges, and those made for an improper purpose
24 (e.g., to harass or impose unnecessary expenses and burdens on other parties) may
25 expose the Challenging Party to sanctions. Unless the Designating Party has waived
26 or withdrawn the confidentiality designation, all parties shall continue to afford the
27 material in question the level of protection 1 to which it is entitled under the
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1 Producing Party's designation until the Court rules on the challenge.

2 9. ACCESS TO AND USE OF PROTECTED MATERIAL

3 9.1 Basic Principles. A Receiving Party may use Protected Material that is
4 disclosed or produced by another Party or by a Non-Party in connection with this
5 Action only for prosecuting, defending or attempting to settle this Action. Such
6 Protected Material may be disclosed only to the categories of persons and under the
7 conditions described in this Order. When the Action has been terminated, a Receiving
8 Party must comply with the provisions of section 15 below (FINAL DISPOSITION).

9 Protected Material must be stored and maintained by a Receiving Party at a
10 location and in a secure manner that ensures that access is limited to the persons
11 authorized under this Order.

12 9.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless
13 otherwise ordered by the court or permitted in writing by the Designating Party, a
14 Receiving Party may disclose any information or item designated
15 "CONFIDENTIAL" only to:

16 (a) the Receiving Party's Outside Counsel of Record in this Action, as
17 well as employees of said Outside Counsel of Record to whom it is reasonably
18 necessary to disclose the information for this Action;

19 (b) the officers, directors, and employees (including House Counsel) of
20 the Receiving Party to whom disclosure is reasonably necessary for this Action;

21 (c) Experts (as defined in this Order) of the Receiving Party to whom
22 disclosure is reasonably necessary for this Action and who have signed the
23 "Acknowledgment and Agreement to Be Bound" (Exhibit A);

24 (d) the court and its personnel;

25 (e) court reporters and their staff;

26 (f) professional jury or trial consultants, mock Jurors, and Professional
27 Vendors to whom disclosure is reasonably necessary for this Action and who have
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1 signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A);

2 (g) the author or recipient of a document containing the information or
3 a custodian or other person who otherwise possessed or knew the information;

4 (h) during their depositions, witnesses, and attorneys for witnesses, in
5 the Action to whom disclosure is reasonably necessary provided: (1) the deposing
6 party requests that the witness sign the form attached as Exhibit A hereto; and (2)
7 they will not be permitted to keep any confidential information unless they sign the
8 "Acknowledgment and Agreement to Be Bound" (Exhibit A), unless otherwise
9 agreed by the Designating Party or ordered by the court. Pages of transcribed
10 deposition testimony or exhibits to depositions that reveal Protected Material may be
11 separately bound by the court reporter and may not be disclosed to anyone except as
12 permitted under this Stipulated Protective Order; and

13 (i) any mediators or settlement officers and their supporting personnel,
14 mutually agreed upon by any of the parties engaged in settlement discussions or
15 appointed by the Court.

16 10. PROTECTED MATERIAL SUBPOENAED OR ORDERED
17 PRODUCED IN OTHER LITIGATION

18 If a Party is served with a subpoena or a court order issued in other litigation
19 that compels disclosure of any information or items designated in this Action as
20 "CONFIDENTIAL," that Party must:

21 (a) promptly notify in writing the Designating Party. Such notification
22 shall include a copy of the subpoena or court order unless prohibited by law;

23 (b) promptly notify in writing the party who caused the subpoena or
24 order to issue in the other litigation that some or all of the material covered by the
25 subpoena or order is subject to this Protective Order. Such notification shall include
26 a copy of this Stipulated Protective Order; and

27 (c) cooperate with respect to all reasonable procedures sought to be
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1 pursued by the Designating Party whose Protected Material may be affected. If the
2 Designating Party timely seeks a protective order, the Party served with the subpoena
3 or court order shall not produce any information designated in this action as
4 "CONFIDENTIAL" before a determination by the relevant court unless the Party has
5 obtained the Designating Party's permission. The Designating Party shall bear the
6 burden and expense of seeking protection in that court of its confidential material and
7 nothing in these provisions should be construed as authorizing or encouraging a
8 Receiving Party in this Action to disobey a lawful directive from another court.

9 11. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE
10 PRODUCED IN THIS LITIGATION

11 (a) The terms of this Order are applicable to information produced by a
12 Non-Party in this Action and designated as "CONFIDENTIAL." Such information
13 produced by Non-Parties in connection with this litigation is protected by the
14 remedies and relief provided by this Order. Nothing in these provisions should be
15 construed as prohibiting a Non-Party from seeking additional protections.

16 (b) In the event that a Party is required, by a valid discovery request, to
17 produce a Non-Party's confidential information in its possession, and the Party is
18 subject to an agreement with the Non-Party not to produce the Non-Party's
19 confidential information, then the Party shall:

20 (1) promptly notify in writing the Requesting Party and the Non-
21 Party that some or all of the information requested is subject to a confidentiality
22 agreement with a Non-Party;

23 (2) promptly provide the Non-Party with a copy of the Stipulated
24 Protective Order in this Action, the relevant discovery request(s), and a reasonably
25 specific description of the information requested; and

26 (3) make the information requested available for inspection by the
27 Non-Party, if requested.
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1 (c) If the Non-Party fails to seek a protective order within 21 days of
2 receiving the notice and accompanying information, the Receiving Party may
3 produce the Non-Party's confidential information responsive to the discovery request.
4 If the Non-Party timely seeks a protective order, the Receiving Party shall not
5 produce any information in its possession or control that is subject to the
6 confidentiality agreement with the Non-Party before a determination by the court.
7 Absent a court order to the contrary, the Non-Party shall bear the burden and expense
8 of seeking protection in this court of its Protected Material.

9 12. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

10 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
11 Protected Material to any person or in any circumstance not authorized under this
12 Stipulated Protective Order, the Receiving Party must immediately (a) notify in
13 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts
14 to retrieve all unauthorized copies of the Protected Material, (c) inform the person or
15 persons to whom unauthorized disclosures were made of all the terms of this Order,
16 and (d) request such person or persons to execute the "Acknowledgment an
17 Agreement to Be Bound" attached hereto as Exhibit A.

18 13. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
19 PROTECTED MATERIAL

20 When a Producing Party gives notice to Receiving Parties that certain
21 inadvertently produced material is subject to a claim of privilege or other protection,
22 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil
23 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure
24 may be established in an e-discovery order that provides for production without prior
25 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the
26 parties reach an agreement on the effect of disclosure of a communication or
27 information covered by the attorney-client privilege or work product protection, the
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1 parties may incorporate their agreement in the stipulated protective order submitted
2 to the court provided the Court so allows.

3 14. MISCELLANEOUS

4 14.1 Right to Further Relief. Nothing in this Order abridges the right of any
5 person to seek its modification by the Court in the future.

6 14.2 Right to Assert Other Objections. By stipulating to the entry of this
7 Protective Order, no Party waives any right it otherwise would have to object to
8 disclosing or producing any information or item on any ground not addressed in this
9 Stipulated Protective Order. Similarly, no Party waives any right to object on any
10 ground to use in evidence of any of the material covered by this Protective Order.

11 14.3 Filing Protected Material. A Party that seeks to file under seal any
12 Protected Material must comply with Local Civil Rule 79-5. Protected Material may
13 only be filed under seal pursuant to a court order authorizing the sealing of the
14 specific Protected Material. If a Party's request to file Protected Material under seal
15 is denied by the court, then the Receiving Party may file the information in the public
16 record unless otherwise instructed by the court.

17 15. FINAL DISPOSITION

18 After the final disposition of this Action, as defined in paragraph 6, within 60
19 days of a written request by the Designating Party, each Receiving Party must return
20 all Protected Material to the Producing Party or destroy such material. As used in this
21 subdivision, "all Protected Material" includes all copies, abstracts, compilations,
22 summaries, and any other format reproducing or capturing any of the Protected
23 Material. Whether the Protected Material is returned or destroyed, the Receiving
24 Party must submit a written certification to the Producing Party (and, if not the same
25 person or entity, to the Designating Party) by the 60-day deadline that (1) identifies
26 (by category, where appropriate) all the Protected Material that was returned or
27 destroyed and (2) affirms that the Receiving Party has not retained any copies,
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1 abstracts, compilations, summaries or any other format reproducing or capturing any
2 of the Protected Material. Notwithstanding this provision, Counsel are entitled to
3 retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing
4 transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert
5 reports, attorney work product, and consultant and expert work product, even if such
6 materials contain Protected Material. Any such archival copies that contain or
7 constitute Protected Material remain subject to this Protective Order as set forth in
8 Section 6 (DURATION).

9 16. VIOLATION

10 Any violation of this Order may be punished by appropriate measures
11 including, without limitation, contempt proceedings and/ or monetary sanctions.

12 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**

13 DATED: April 2, 2025

Koeller, Nebeker, Carlson & Haluck, LLP

14 /s/ Zachary M. Schwartz

15 Zachary M. Schwartz, Esq.
16 Kiran S. Idrees, Esq.
17 Attorneys for Defendant,
UNIFI AVIATION, LLC

18 DATED: April 2, 2025

Albert G. Stoll, Jr., A Law Corporation

19 /s/ Jessica Juarez

20 Jessica Juarez, Esq.
21 Attorneys for Plaintiffs,
22 AA BAZLE RABBI; NURE A K
JAHAN

23
24 **L.R. 5-4.3.4(a)(2) Attestation**

25 I attest that all signatories listed, and on whose behalf the filing is submitted,
26 concur in the filing's content and have authorized the filing of this document.
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1 DATED: April 2, 2025

Koeller, Nebeker, Carlson & Haluck, LLP

2 /s/ Zachary M. Schwartz

3 Zachary M. Schwartz, Esq.
4 Kiran S. Idrees, Esq.
5 Attorneys for Defendant,
6 UNIFI AVIATION, LLC

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8 **FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.**

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10 DATED: 4/2/2025



11 Jean P. Rosenbluth

12 United States Magistrate
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EXHIBIT A - ACKNOWLEDGMENT AND AGREEMENT TO
BE BOUND

I, _____, declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by the United States District Court for the Central District of California on _____ in the case of *AA Bazle Rabbi, et al. v. WestJet Airlines LTD, et al.*, Case No. 2:24-cv-06309-WLH-JPR. I agree to comply with and to be bound by all the terms of this Stipulated Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order. I further agree to submit to the jurisdiction of the United States District Court for the Central District of California for the purpose of enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action. I hereby appoint _____ of _____ as my California agent for service of process in connection with this action or any proceedings related to enforcement of this Stipulated Protective Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____